IN THE HIGH COURT OF HIMACHAL PRADESH SHIMLA

Civil Writ Petition No.691 of 2006.

Date of decision: 23.08.2006

M/s.V Image Maker **….Petitioner**

Versus

State of H.P. & Another **….Respondents.**

Coram

The Hon'ble Mr.Justice V.K. Gupta,C.J.

The Hon'ble Mr.Justice Surjit Singh,J.

Whether approved for reporting ?[1]

For the Petitioner: **Mr.Ankush Dass Sood, Advocate.**

For the Respondents: **Mr.M.S. Chandel, Advocate General with Mr.J.K. Verma, Deputy Advocate General and Mr.Rakesh Jaswal, Advocate.**

V.K. Gupta, C.J. (Oral)

On this case coming up for consideration today Mr.M.S. Chandel, learned Advocate General, appearing for the respondents alongwith Mr.Rakesh Jaswal and Mr.J.K. Verma, submits, on instructions from his client, that the respondents are ready and willing to compromise the matter with the petitioner on the following conditions:-

(1) The amount of bank guarantee already received by the respondents shall be adjusted towards the 3rd quarterly installment of Rs.1,61,925/- which was due on Ist May, 2006.

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[1] ***Whether the reporters of Local Papers may be allowed to see the judgement***?

(2) The petitioner should pay before 31st August, 2006 the 2nd quarterly installment of August, 2006 for Rs.1,61,925/-.

(3) The petitioner should furnish fresh bank guarantee of Rs.1,70,000/- favouring Chief Executive Officer, H.P. Bus Stand Management & Development Authority, Shimla before 31st August, 2006.

(4) The petitioner should submit a written undertaking in the Registry of this Court to the effect that the remaining four installments, as per the details given hereunder shall be paid by the petitioner regularly before the dates indicated hereinbelow:-

i) 5th quarterly installment before 7th November, 2006.

ii) 6th quarterly installment before 7th February, 2007

iii) 7th quarterly installment before 7th May, 2007.

iv) 8th quarterly installment before 7th August, 2007.

(5) The hoardings already displayed by Ambuja Cement Factory and State Government would not be removed.

Mr.Ankush Dass Sood, learned counsel appearing for the petitioner, on instructions from his client, who is present in Court, submits that his client is agreeable to the aforesaid conditions imposed by the respondents. Towards the payment of the 4th installment,

Mr.Ankush Dass Sood is handing over to Mr.Rakesh Jaswal Demand Draft No.013328, dated 21.8.2006 for Rs.1,62,000/- drawn on HDFC Bank favouring C.E.O.H.P. Bus Stand Management and Development Authority. Mr.Jaswal has received this Demand Draft towards the payment of the 4th installment.

Because of the aforesaid agreement between the parties, we order and direct as under:

(1) The fresh bank guarantee shall be furnished by the petitioner before 11th September, 2006.

(2) The undertaking about the payment of the remaining four installments for future shall be filed by the petitioner in the Registry of this Court latest by 31st August, 2006.

It goes without saying that the petitioner complying with the aforesaid, the respondents shall perform their part of the contract in letter and spirit.

Because of the aforesaid agreement between the parties, any action taken by the respondents including action for inviting fresh tenders or bids or offers shall now stand quashed and set aside.

The petition is disposed of as settled.

Dasti copy on usual terms.

(V.K. Gupta)
Chief Justice

August 23, 2006
(aks)

(Surjit Singh)
Judge.